

SECTION 10. BENEFICIARIES

10.1 DEFINITION OF BENEFICIARIES

The term "beneficiaries" as used in this policy includes direct beneficiaries, contingent beneficiaries and further payees.

10.2 NAMING AND CHANGE OF BENEFICIARIES

By Owner. The Owner may name and change the beneficiaries of death proceeds:

- while the Insured is living;
- during the first 60 days after the date of death of the Insured, if the Insured just before his death was not the Owner. No one may change this naming of a direct beneficiary during this 60 days.

By Direct Beneficiary. A direct beneficiary may name and change the contingent beneficiaries and further payees of his share of the proceeds:

- if the direct beneficiary is the Owner;
- if, at any time after the death of the Insured, no contingent beneficiary or further payee of that share is living; or
- if, after the death of the Insured, the direct beneficiary elects a payment plan. The interest of any other beneficiary in the share of that direct beneficiary will end.

These direct beneficiary rights are subject to the Owner's rights during the 60 days after the date of death of the Insured.

By Spouse (Marital Deduction Provision).

- **Power To Appoint.** The spouse of the Insured will have the power alone and in all events to appoint all amounts payable to the spouse under the policy if:
 - a. the Insured just before his death was the Owner; and
 - b. the spouse is a direct beneficiary; and
 - c. the spouse survives the Insured.
- **To Whom Spouse Can Appoint.** Under this power, the spouse can appoint:
 - a. to the estate of the spouse; or
 - b. to any other persons as contingent beneficiaries and further payees.
- **Effect Of Exercise.** As to the amounts appointed, the exercise of this power will:
 - a. revoke any other designation of beneficiaries;
 - b. revoke any election of payment plan as it applies to them; and
 - c. cause any provision to the contrary in Section 10 or 11 of this policy to be of no effect.

Effective Date. A naming or change of a beneficiary will be made on receipt at the Home Office of a written request that is acceptable to the Company. The request will then take effect as of the date that it was signed. The Company is not responsible for any payment or other action that is taken by it before the receipt of the request. The Company may require that the policy be sent to it to be endorsed to show the naming or change.

10.3 SUCCESSION IN INTEREST OF BENEFICIARIES

Direct Beneficiaries. The proceeds of this policy will be payable in equal shares to the direct beneficiaries who survive and receive payment. If a direct beneficiary dies before he receives all or part of his full share, the unpaid part of his share will be payable in equal shares to the other direct beneficiaries who survive and receive payment.

Contingent Beneficiaries. At the death of all of the direct beneficiaries, the proceeds, or the present value of any unpaid payments under a payment plan, will be payable in equal shares to the contingent beneficiaries who survive and receive payment. If a contingent beneficiary dies before he receives all or part of his full share, the unpaid part of his share will be payable in equal shares to the other contingent beneficiaries who survive and receive payment.

Further Payees. At the death of all of the direct and contingent beneficiaries, the proceeds, or the present value of any unpaid payments under a payment plan, will be paid in one sum:

- in equal shares to the further payees who survive and receive payment; or
- if no further payees survive and receive payment, to the estate of the last to die of all of the direct and contingent beneficiaries.

Owner Or His Estate. If no beneficiaries are alive when the Insured dies, the proceeds will be paid to the Owner or to his estate.

10.4 GENERAL

Transfer Of Ownership. A transfer of ownership of itself will not change the interest of a beneficiary.

Claims Of Creditors. So far as allowed by law, no amount payable under this policy will be subject to the claims of creditors of a beneficiary.

Succession Under Payment Plans. A direct or contingent beneficiary who succeeds to an interest in a payment plan will continue under the terms of the plan.

SECTION 11. PAYMENT OF POLICY BENEFITS

11.1 PAYMENT OF PROCEEDS

Death proceeds will be paid under the payment plan that takes effect on the date of death of the insured. The Interest Income Plan (Option A) will be in effect if no payment plan has been elected. Interest will accumulate from the date of death until a payment plan is elected or the proceeds are withdrawn in cash.

Surrender proceeds will be the cash surrender value as of the date of surrender. These proceeds will be paid in cash or under a payment plan that is elected. The Company may defer paying the surrender proceeds for up to six months from the date of surrender. If payment is deferred for more than 10 working days, interest will be paid on the surrender proceeds in accordance with New York law.

11.2 PAYMENT PLANS

Interest Income Plan (Option A). The proceeds will earn interest which may be received each month or accumulated. The first payment is due one month after the date on which the plan takes effect. Interest that has accumulated may be withdrawn at any time. Part or all of the proceeds may be withdrawn at any time.

Installment Income Plans. Payments will be made each month on the terms of the plan that is elected. The first payment is due on the date that the plan takes effect.

- **Specified Period (Option B).** The proceeds with interest will be paid over a period of from one to 30 years. The present value of any unpaid installments may be withdrawn at any time.
- **Specified Amount (Option D).** Payments of not less than \$10.00 per \$1,000 of proceeds will be made until all of the proceeds with interest have been paid. The balance may be withdrawn at any time.

Life Income Plans. Payments will be made each month on the terms of the plan that is elected. The first payment is due on the date that the plan takes effect. Proof of the date of birth, acceptable to the Company, must be furnished for each person on whose life the payments are based.

- **Single Life Income (Option C).** Payments will be made for a chosen period and, after that, for the life of the person on whose life the payments are based. The choices for the period are:
 - a. zero years;
 - b. 10 years;
 - c. 20 years; or
 - d. a refund period which continues until the sum of the payments that have been made is equal to the proceeds that were placed under the plan.

- **Joint And Survivor Life Income (Option E).** Payments are based on the lives of two persons. Level payments will be made for a period of 10 years and, after that, for as long as one or both of the persons are living.
- **Other Selections.** The Company may offer other selections under the Life Income Plans.
- **Withdrawal.** The present value of any unpaid payments that are to be made for the chosen period (Option C) or the 10 year period (Option E) may be withdrawn only after the death of all of the persons on whose lives the payments are based.
- **Limitations.** A direct or contingent beneficiary who is a natural person may be paid under a Life Income Plan only if the payments depend on his life. A corporation may be paid under a Life Income Plan only if the payments depend on the life of the insured or, after the death of the insured, on the life of his spouse or his dependent.

Payment Frequency. On request, payments will be made once every 3, 6 or 12 months instead of each month.

Transfer Between Payment Plans. A beneficiary who is receiving payment under a plan which includes the right to withdraw may transfer the amount withdrawable to any other plan that is available.

Minimum Payment. The Company may limit the election of a payment plan to one that results in payments of at least \$50.

If payments under a payment plan are or become less than \$50, the Company may change the frequency of payments. If the payments are being made once every 12 months and are less than \$50, the Company may pay the present value or the balance of the payment plan.

11.3 PAYMENT PLAN RATES

Interest Income And Installment Income Plans. Proceeds will earn interest at rates declared each year by the Company. None of these rates will be less than an annual effective rate of 2%. Interest of more than 2% will increase the amount of the payments or, for the Specified Amount Plan (Option D), increase the number of payments. The present value of any unpaid installments will be based on the 2% rate of interest.

The Company may offer guaranteed rates of interest higher than 2% with conditions on withdrawal.

Life Income Plans. Payments will be based on rates declared by the Company. These rates will provide at least as much income as would the Company's rates, on the date that the payment plan takes effect, for a single premium immediate annuity contract, with no charge for issue expenses. Payments under these rates will not be less than the amounts that are described in Minimum Payment Rates.

Minimum Payment Rates. The minimum payment rates for the Installment Income Plans (Options B and D) and the Life Income Plans (Options C and E) are shown in the Minimum Payment Rate Tables.

The Life Income Plan payment rates in those tables depend on the sex and the adjusted age of each person on whose life the payments are based. The adjusted age is:

- the age on the birthday that is nearest to the date on which the payment plan takes effect; plus
- the age adjustment shown below for the number of policy years that have elapsed from the Policy Date to the date that the payment plan takes effect. A part of a policy year is counted as a full year.

POLICY YEARS ELAPSED	AGE ADJUSTMENT	POLICY YEARS ELAPSED	AGE ADJUSTMENT
1 to 8	0	33 to 40	-4
9 to 16	-1	41 to 48	-5
17 to 24	-2	49 or more	-6
25 to 32	-3		

11.4 EFFECTIVE DATE FOR PAYMENT PLAN

A payment plan that is elected will take effect on the date of death of the Insured if:

- the plan is elected by the Owner; and
- the election is received at the Home Office while the Insured is living.

In all other cases, a payment plan that is elected will take effect:

- on the date the election is received at the Home Office; or
- on a later date, if requested.

11.5 PAYMENT PLAN ELECTIONS

For Death Proceeds By Owner. The Owner may elect payment plans for death proceeds:

- while the Insured is living.
- during the first 60 days after the date of death of the Insured, if the Insured just before his death was not the Owner. No one may change this election made during those 60 days.

For Death Proceeds By Direct Or Contingent Beneficiary. A direct or contingent beneficiary may elect payment plans for death proceeds payable to him if no payment plan that has been elected is in effect. This right is subject to the Owner's rights during the 60 days after the date of death of the Insured.

For Surrender Proceeds. The Owner may elect payment plans for surrender proceeds. The Owner will be the direct beneficiary.

11.6 INCREASE OF MONTHLY INCOME

A direct beneficiary who is to receive proceeds under a payment plan may increase the amount of the monthly payments. This is done by the payment of an annuity premium to the Company at the time the payment plan elected under Section 11.5 takes effect. The amount that will be applied under the payment plan will be the net premium. The net premium is the annuity premium less a charge of not more than 2% and less any premium tax. The net premium will be applied under the same payment plan and at the same rates as the proceeds. The Company may limit this net premium to an amount that is equal to the direct beneficiary's share of the proceeds payable under this policy.

MINIMUM PAYMENT RATE TABLES

Minimum Monthly Income Payments Per \$1,000 Proceeds

INSTALLMENT INCOME PLANS (OPTIONS B AND D)

PERIOD (YEARS)	MONTHLY PAYMENT	PERIOD (YEARS)	MONTHLY PAYMENT	PERIOD (YEARS)	MONTHLY PAYMENT
1	\$ 84.09	11	\$ 8.42	21	\$ 4.85
2	42.46	12	7.80	22	4.67
3	28.59	13	7.26	23	4.51
4	21.65	14	6.81	24	4.36
5	17.49	15	6.42	25	4.22
6	14.72	16	6.07	26	4.10
7	12.74	17	5.77	27	3.98
8	11.25	18	5.50	28	3.87
9	10.10	19	5.26	29	3.77
10	9.18	20	5.04	30	3.68

MINIMUM PAYMENT RATE TABLES

Minimum Monthly Income Payments Per \$1,000 Proceeds

LIFE INCOME PLAN (OPTION C)

SINGLE LIFE MONTHLY PAYMENTS									
MALE ADJUSTED AGE*	CHOSEN PERIOD (YEARS)				FEMALE ADJUSTED AGE*	CHOSEN PERIOD (YEARS)			
	ZERO	10	20	REFUND		ZERO	10	20	REFUND
55	\$ 4.48	\$ 4.43	\$ 4.28	\$ 4.29	55	\$ 4.09	\$ 4.07	\$ 4.00	\$ 3.99
56	4.56	4.50	4.34	4.36	56	4.15	4.13	4.05	4.05
57	4.65	4.59	4.40	4.43	57	4.22	4.20	4.11	4.11
58	4.75	4.68	4.46	4.50	58	4.30	4.27	4.17	4.17
59	4.85	4.77	4.52	4.58	59	4.38	4.34	4.23	4.24
60	4.96	4.87	4.59	4.66	60	4.46	4.42	4.29	4.30
61	5.07	4.97	4.66	4.75	61	4.55	4.50	4.36	4.38
62	5.20	5.08	4.72	4.84	62	4.65	4.59	4.43	4.46
63	5.33	5.19	4.79	4.94	63	4.75	4.69	4.50	4.54
64	5.48	5.32	4.86	5.04	64	4.86	4.79	4.57	4.62
65	5.63	5.44	4.92	5.15	65	4.97	4.89	4.64	4.71
66	5.80	5.58	4.99	5.26	66	5.10	5.01	4.71	4.81
67	5.97	5.72	5.05	5.38	67	5.23	5.12	4.79	4.91
68	6.16	5.86	5.12	5.51	68	5.38	5.25	4.86	5.02
69	6.36	6.01	5.18	5.64	69	5.53	5.39	4.93	5.14
70	6.58	6.17	5.23	5.78	70	5.70	5.53	5.01	5.26
71	6.81	6.33	5.29	5.93	71	5.88	5.68	5.08	5.39
72	7.05	6.49	5.34	6.08	72	6.08	5.83	5.15	5.53
73	7.31	6.66	5.38	6.25	73	6.29	6.00	5.21	5.67
74	7.59	6.83	5.43	6.42	74	6.52	6.17	5.27	5.83
75	7.89	7.01	5.46	6.60	75	6.77	6.35	5.33	5.99
76	8.21	7.19	5.50	6.79	76	7.04	6.54	5.38	6.17
77	8.56	7.37	5.53	6.99	77	7.33	6.73	5.43	6.35
78	8.93	7.55	5.56	7.20	78	7.65	6.93	5.47	6.55
79	9.32	7.72	5.58	7.42	79	7.99	7.13	5.51	6.76
80	9.75	7.90	5.60	7.66	80	8.36	7.34	5.54	6.98
81	10.20	8.07	5.62	7.90	81	8.76	7.54	5.57	7.21
82	10.69	8.23	5.63	8.16	82	9.20	7.74	5.59	7.46
83	11.21	8.39	5.64	8.43	83	9.67	7.93	5.61	7.72
84	11.76	8.54	5.65	8.71	84	10.18	8.12	5.63	7.99
85 and over	12.35	8.68	5.66	9.01	85 and over	10.74	8.30	5.64	8.28

LIFE INCOME PLAN (OPTION E)

JOINT AND SURVIVOR MONTHLY PAYMENTS							
MALE ADJUSTED AGE*	FEMALE ADJUSTED AGE*						
	55	60	65	70	75	80	85 and over
55	\$ 3.79	\$ 3.93	\$ 4.07	\$ 4.19	\$ 4.29	\$ 4.35	\$ 4.39
60	3.87	4.07	4.27	4.46	4.61	4.73	4.80
65	3.94	4.18	4.45	4.73	4.98	5.19	5.32
70	3.99	4.27	4.61	4.99	5.37	5.70	5.94
75	4.02	4.34	4.73	5.20	5.72	6.21	6.60
80	4.05	4.38	4.81	5.35	6.00	6.67	7.24
85 and over	4.06	4.40	4.86	5.45	6.18	7.00	7.75

*See Section 11.3.

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY
 720 E. WISCONSIN AVENUE, MILWAUKEE, WISCONSIN 53202

LIFE INSURANCE APPLICATION

Page 1

LIFE INSURANCE APPLICATION

INSURED NAME (First, Middle Initial, Last) DAVID M. LITT		POLICY NUMBER 16579951 16501537	294567
<input type="checkbox"/> Companion policies <input type="checkbox"/> APB Option		<input type="checkbox"/> Life & Disability Application <input type="checkbox"/> Exam (NM, PME, MD) in Home Office	
Plan Group Number			

1. INSURED

 Has an application or informal inquiry ever been made to Northwestern Mutual Life for annuity, life, or disability insurance on the life of the Insured? ☐ Yes ☒ No If yes, the last policy number is

A. <input checked="" type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Dr. <input type="checkbox"/> Other	B. <input checked="" type="checkbox"/> MALE <input type="checkbox"/> FEMALE	C. BIRTHDAY (Month, Day, Year) REDACTED
D. STATE OF BIRTH (or Foreign Country): <u>Eregon</u>		E. TAXPAYER IDENTIFICATION NUMBER: REDACTED
F. PRIMARY RESIDENCE: STREET OR PO BOX: <u>253 W. 130th St Apt 13H</u> CITY, STATE, ZIP (Country if other than U.S.A.): <u>NEW YORK, NY 10023</u>		

2. APPLICANT

 Select ONLY ONE: ☒ Insured at Insured's Address OR ☐ Other (Complete A, B and C)

A. <input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Dr. <input type="checkbox"/> Other	<input type="checkbox"/> MALE <input type="checkbox"/> FEMALE
PERSONAL NAME: _____ (FIRST, MIDDLE INITIAL, LAST)	
RELATIONSHIP TO INSURED: _____	BIRTHDATE: _____ MONTH DAY YEAR
OR BUSINESS/TRUST NAME: _____ TYPE OF ORGANIZATION: <input type="checkbox"/> Trust <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other type of Business	
AUTHORIZED COMPANY REP/TRUSTEE NAME: _____	

B. TAXPAYER IDENTIFICATION NUMBER: _____
C. ADDRESS: STREET OR PO BOX: _____ CITY, STATE, ZIP (Country if other than U.S.A.): _____

3. PREMIUM PAYER

 Select ONLY ONE: ☒ ISA (Omit A through D below)

 OR ☐ Insured (Complete D only) ☐ Applicant (Complete D only)
☐ Owner (Complete D only) ☐ Other (Complete A, B, C and D)

A. <input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Dr. <input type="checkbox"/> Other	<input type="checkbox"/> MALE <input type="checkbox"/> FEMALE
PERSONAL NAME: _____ (FIRST, MIDDLE INITIAL, LAST)	
B. BIRTHDATE: _____ MONTH DAY YEAR	
OR BUSINESS/TRUST NAME: _____	
B. TAXPAYER IDENTIFICATION NUMBER: _____	C. DAYTIME TELEPHONE NUMBER: Area Code () _____

Send premium and other notices regarding this policy to:

D. ADDRESS: <input type="checkbox"/> Insured's Address <input type="checkbox"/> Applicant's Address OR
STREET OR PO BOX: _____
CITY, STATE, ZIP (Country if other than U.S.A.): _____

4. OWNER (CAUTION: A MINOR OWNER CANNOT EXERCISE POLICY RIGHTS.)

 Select ONLY ONE: ☒ Insured (Complete C only) ☐ Applicant (Complete C only) ☐ Other (Complete A, B and C) ☐ See attached supplement form

A. <input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Dr. <input type="checkbox"/> Other	<input type="checkbox"/> MALE <input type="checkbox"/> FEMALE
PERSONAL NAME: _____ (FIRST, MIDDLE INITIAL, LAST)	
RELATIONSHIP TO INSURED: _____	BIRTHDATE: _____ MONTH DAY YEAR
OR BUSINESS/TRUST NAME: _____ RELATIONSHIP TO INSURED: _____	
B. TAXPAYER IDENTIFICATION NUMBER: _____	
C. ADDRESS: <input type="checkbox"/> Insured's Address <input type="checkbox"/> Applicant's Address <input type="checkbox"/> Premium Payer's Address OR	
STREET OR PO BOX: _____	
CITY, STATE, ZIP (Country if other than U.S.A.): _____	

LIFE INSURANCE APPLICATION
Page 2

5 RESERVED

6 SUCCESSOR OWNER - COMPLETE THIS SECTION ONLY IF THE OWNER IN QUESTION 4 IS THE APPLICANT AND A SUCCESSOR OWNER IS TO BE NAMED.
(CAUTION: A MINOR OWNER CANNOT EXERCISE POLICY RIGHTS.)

Select ONLY ONE:

- ☐ A. If the Applicant dies before the Insured, the Insured will be the Owner.
☐ B. If the Applicant dies before the Insured, the Owner will be:

NAME: _____ RELATIONSHIP TO THE INSURED _____

If both die before the Insured, the Insured will be the Owner.

- ☐
- C. The Insured will become the Owner upon attaining the age of _____ years. If the Applicant dies before the Insured, the Owner will be:

NAME: _____ RELATIONSHIP TO THE INSURED _____

until the Insured attains such age. Upon the Insured attaining such age, or if both die before the Insured, the Insured will be the Owner.

7 ADDITIONAL PURCHASE BENEFIT OPTION - COMPLETE THIS SECTION IF EXERCISING AN APB OPTION (NOTE: SMOKING QUESTIONNAIRE MAY BE REQUIRED)

A. List the policy number(s) and purchase amount(s) for each option being exercised:

Policy 1	_____	Regular \$	_____	Advance \$	_____
Policy 2	_____	Regular \$	_____	Advance \$	_____
Policy 3	_____	Regular \$	_____	Advance \$	_____

B. If Advance Purchase, the event is: ☐ Marriage ☐ Birth of child ☐ Adoption of childNAME OF SPOUSE OR CHILD: _____
FIRST _____ MIDDLE - INITIAL _____ LAST _____Date and place of marriage, birth or final decree of adoption: _____
MONTH _____ DAY _____ YEAR _____ CITY _____ STATE _____C. Is the amount applied for more than the additional purchase option amount available? ☐ Yes ☐ No

If yes, what is the excess amount to be underwritten? \$ _____

8 SPECIAL DATE - COMPLETE THIS SECTION ONLY IF A SPECIAL POLICY DATE IS BEING REQUESTED

A. PREPAID:

☐ Short Term - Policy Date will coincide with ISA Payment Date (For monthly ISA only)☐ Short Term to:

MONTH _____ DAY _____ YEAR _____

☐ Date to save age☐ Backdate to

MONTH _____ DAY _____ YEAR _____

B. NONPREPAID:

☐ Specified future date:

MONTH _____ DAY _____ YEAR _____

☐ Date to save age☐ Backdate to

MONTH _____ DAY _____ YEAR _____

9 POLICY APPLIED FOR☐ Term Insurance Plan (Complete A and B) OR ☒ See attached supplement for plans other than term insurance

A. Plan and Amount

(1) PLAN:

AMOUNT:

(2) PLAN:

AMOUNT:

B. ADDITIONAL BENEFITS:

(1) ☐ Waiver of Premium☐ Accidental Death \$ _____☐ Indexed Protection☐ Other _____(2) ☐ Waiver of Premium☐ Accidental Death \$ _____☐ Indexed Protection☐ Other _____**10** If an additional benefit cannot be approved, should the company issue a policy without the benefit? ☒ Yes ☐ No**11** Shall the Premium Loan provision, if available, become operative according to its terms? ☒ Yes ☐ No**12** ANNUAL DIVIDENDS until otherwise directed will:

Policy 1 Policy 2

- ☒ Reduce current premium
☐ Purchase paid-up additions - If the plan has Additional Protection or Adjustable Term Protection, additions purchased by eligible dividends will be used to:
☐ Reduce term insurance _____ % ☐ Increase Coverage _____ %
☐ Accumulate at interest
☐ Be paid in cash
☐ Be used for a combination of options above - complete form 18-1364-01

13 POLICY LOAN INTEREST RATE OPTION: ☒ 8% ☐ Variable Rate**14** PREMIUM FREQUENCY: ☒ Annually ☐ Semiannually ☐ Quarterly ☐ Single

LIFE INSURANCE APPLICATION

Page 3

INSURED NAME (First, Middle Initial, Last)

POLICY NUMBER

294567

15 BENEFICIARY**A. DIRECT BENEFICIARY**1. Steven Litt

First, Middle Initial, Last

Relationship to Insured
Brother

2. _____

3. _____

BUSINESS ORGANIZATION _____

OR TRUST _____

B. CONTINGENT BENEFICIARY

1. _____

First, Middle Initial, Last

Relationship to Insured

2. _____

3. _____

Box (1) or (2) may be selected to include all of the children or brothers and sisters without naming them, or to add to the contingent beneficiaries named. Box (3) may be selected to provide for the children of a deceased contingent beneficiary; use only if contingent beneficiaries are named and/or Box (1) or (2) is checked. NOTE: The word "children" includes child and any legally adopted child.

☐ (1) and all (other) children of the insured.

☐ (2) and all (other) brothers and sisters of the insured born of the marriage of or legally adopted by _____ and _____ before the insured's death.

☐ (3) any amount that would have been paid to a deceased contingent beneficiary, if living, will be paid in one sum and in equal shares to the children of that contingent beneficiary who survive and receive payment.

C. FURTHER PAYEES

First, Middle Initial, Last

Relationship to Insured

D. SEE ATTACHED SUPPLEMENT FORM (To be used in place of designations above.)

TRUSTEE AS BENEFICIARY If a trustee is named as a beneficiary and no qualified trustee makes claim... the proceeds, or to the present value of any unpaid payments under a payment plan, within one year after payment becomes due to the trustee, or if satisfactory evidence is furnished to the Company within that year showing that no trustee can qualify to receive payment, payment will be as provided in the contract as though the trustee had not been named. The Company will be fully discharged of liability for any action taken by the trustee and for all amounts paid to, or at the direction of, the trustee and will have no obligation as to the use of the amounts. In all dealings with the trustee the Company will be fully protected against the claims of every other person. The Company will not be charged with notice of a change of trustee unless written evidence of the change is received at the Home Office.

16 RESERVED**17**

Has the premium for the policy applied for been given to the agent in exchange for the Conditional Life Insurance Agreement with the same number as this application?

☒ Yes ☐ No

18

A. Will the insurance applied for replace any Northwestern Mutual Life Insurance (or annuities) on the Insured's life? If yes, agent should explain and send required papers.

☐ Yes ☒ No

B. Will the insurance applied for replace life insurance (or annuities) on the Insured's life from a source other than the Northwestern Mutual Life?

☐ Yes ☒ No

If yes, agent should explain and send required papers.

C. Will the replacement result in a 1035 exchange?

☐ Yes ☒ No

If yes, agent should explain and send required papers.

EXPLANATION:**19 RESERVED**

LIFE INSURANCE APPLICATION
Page 4

PERSONAL HISTORY QUESTIONNAIRE

Payor Benefit for Applicant (Payor) _____ FIRST _____ MIDDLE INITIAL _____ LAST _____
 Payor's Date of Birth _____ MONTH _____ DAY _____ YEAR _____ Policy Number _____ Relationship to Insured _____

- 20** Has the Insured ever had life, disability or health insurance declined, rated, modified, issued with an exclusion rider, cancelled, or not renewed? If yes, explain in ADDITIONAL REMARKS. ☐ Yes ☒ No
- 21** When was the Insured's last examination or application for life, disability or accidental death insurance? ☐ Yes ☒ No
 Month _____ Year _____ Company _____ OR _____
- 22** Indicate below whether any other life insurance on the Insured is Individual (Ind) or Group (Grp) and identify In Force (I), Pending (P) or Contemplated (C) or ☐ NONE.

Company Name	Ind or Grp	In Force Amount	Pending Amount	Contemplated Amount	Accidental Death Amount
7	Grp	2.5M			

- 23** Insured's Marital Status: ☒ Single, Widowed or Divorced ☐ Married
- 24** A. Insured is a citizen of: ☒ U.S.A. ☐ Other Visa Number _____
 If other: Type of Visa _____ years
 B. How many years has the Insured resided in the U.S.A. immediately prior to completing this application? ☐ Yes ☒ No
- 25** Does the Insured regularly travel outside the U.S.A. or have plans to leave the U.S.A. for travel or residence? ☐ Yes ☒ No
 If yes, explain in the chart below.

Destination (List all Cities or Countries)	Last 12 Months	Number of Trips Next 12 Months	Duration of Each Trip (No. of Days)	Departure Date (Month/Year)	Purpose of Trip

- 26** A. What is the Insured's occupation(s)? _____
 What are the Insured's duties? _____
 B. Employer's Name: Morgan Stanley
 Address: 1585 Broadway
 City, State, Zip Code: NY NY 10019
 C. How long has the Insured been employed? 2+ years (if less than 2 years, explain in ADDITIONAL REMARKS)

QUESTIONS 27 THROUGH 30 ARE NOT REQUIRED IF THE INSURED IS UNDER AGE 16.

- 27** Is the Insured a member of, or does the Insured plan on joining any branch of, the Armed Forces or reserve military unit? If yes, complete the Military Section. ☐ Yes ☒ No
- 28** Except as a passenger on a regularly scheduled flight, has the Insured flown within the past 2 years, or does the Insured have plans to fly in the future? If yes, complete the Aviation Section. ☐ Yes ☒ No
- 29** In the past 2 years, has the Insured participated in or does the Insured have plans to participate in: racing (automobile, snowmobile, motorcycle, boat or go-cart), underwater or sky diving, hang gliding, bungee jumping, mountain or rock climbing, or rodeos? If yes, complete the Avocation Section. ☐ Yes ☒ No
- 30** A. What is the Insured's automobile driver's license number? # 3211984 State OR
 or, if the Insured does not have a driver's license.
 B. In the past 5 years, has the Insured been in a motor vehicle accident, has the Insured been convicted of a moving violation of any motor vehicle law, or has the Insured's driver's license been restricted, suspended or revoked? ☐ Yes ☒ No
 If yes, complete the chart below.

Date	Type and Details (Speeding, Reckless Driving, etc. Intoxicated, Etc.)	Action (Citation, Fine, Etc.)	Accident (Yes or No)

ADDITIONAL REMARKS

LIFE INSURANCE APPLICATION

Page 5

INSURED NAME (First, Middle Initial, Last)

DAVID M. LIT

POLICY NUMBER

294567

The Insured consents to this application and declares that the answers and statements made on this application are correctly recorded, complete and true to the best of the Insured's knowledge and belief. Answers and statements brought to the attention of the agent, medical examiner, or paramedical examiner are not considered information brought to the attention of the Company unless stated in the application. Statements in this application are representations and not warranties.

It is agreed that:

- (1) If the premium is not paid when the application is signed, no insurance will be in effect. The insurance will take effect at the time the policy is delivered and the premium is paid, if the Insured is living at the time; and the answers and statements in the application are then true to the best of the Insured's knowledge and belief.
- (2) If the premium is paid when the application is taken, no insurance will be in effect except as provided in the Conditional Life Insurance Agreement with the same number as this application.
- (3) If the policy is issued in an extra premium class, acceptance of the policy will amend it so that extended term insurance can be in force only if the Company gives its consent; or the loan value is not large enough to grant a premium loan. If a premium is not paid within the grace period and extended term insurance cannot be in force, paid-up insurance will be selected.
- (4) No agent is authorized to make or alter contracts or to waive any of the Company's rights or requirements.

INSURED'S AUTHORIZATION TO OBTAIN AND DISCLOSE INFORMATION

I authorize The Northwestern Mutual Life Insurance Company, its agents, employees, reinsurers, insurance support organizations and their representatives to obtain information about me to evaluate this application and to verify information in this application. This information will include: (a) age; (b) medical history, condition and care; (c) physical and mental health; (d) occupation; (e) income and financial history; (f) foreign travel; (g) avocations; (h) driving record; (i) other personal characteristics; and (j) other insurance. This authorization extends to information on the use of alcohol, drugs and tobacco; the diagnosis or treatment of sexually transmitted diseases; and the diagnosis and treatment of mental illness. During the time this authorization is valid it extends to information required to determine eligibility for benefits under any policy issued as a result of this application.

I authorize any person, including any physician, health care professional, hospital, clinic, medical facility, government agency including the Veterans and Social Security Administrations, the MIB, Inc., employer, business associates, consumer reporting agency, banker, accountant, tax preparer, or other insurance company to release information about me to The Northwestern Mutual Life Insurance Company or its representatives on receipt of this authorization. The Northwestern Mutual Life Insurance Company or its representatives may release this information about me to translators, to reinsurers, to the MIB, Inc., or to another insurance company to whom I have applied or to whom a claim has been made. No other release may be made except as allowed by law or as I further authorize.

I have received a copy of the Medical Information Bureau and Fair Credit Reporting Act notices. I authorize The Northwestern Mutual Life Insurance Company to obtain an investigative consumer report on me.

☐ I request to be interviewed if an investigative consumer report is done.

This authorization is valid for 30 months from the date it is signed. A copy of this authorization is as valid as the original and will be provided on request.

The Owner of the policy applied for herein certifies, under penalties of perjury, (1) that the Taxpayer Identification Number given for the Owner on the first page of this application is the Owner's correct Taxpayer Identification Number (or the Owner is waiting for a number to be issued) and (2) the Owner is not subject to backup withholding either because the Owner has not been notified by the Internal Revenue Service (IRS) that the Owner is subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified the Owner that the Owner is no longer subject to backup withholding, and (3) that the Owner is a U.S. person (includes U.S. citizen, resident alien, and others as defined by the IRS). (See Taxpayer Identification Number instructions.)

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

The signatures below apply to the authorization, the application and the certification of Taxpayer Identification Number.

Signature of INSURED (if other than Applicant and 16 years of age or over)
Print name of Insured if under age 18

Signature of APPLICANT

Signature of PARENT OR GUARDIAN
(if other than Applicant and Insured is a minor)

Signed by Applicant at CITY, COUNTY, STATE

Signature of OWNER
(if other than Applicant or Insured)

DATE Signed by Applicant

06 30 2013

Signature of LICENSED AGENT

NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY

INSURED'S NAME

DAVID M. L. T.

**MEDICAL
QUESTIONNAIRE**
☐ MEDICAL EXAM
☐ EXECUTIVE PHYSICAL

 CHECK PURPOSE
☐ New Insurance
☐ Change
☐ Add Benefit
☐ Life, EP, VA
☐ Payor Benefit
☐ Reconsideration
☐ DI
☐ Re-statement

Each question must be individually asked and answered. Give details of "Yes" answers below:

31.

REDACTED

YES NO

For all "Yes" responses:

- Identify question numbers.
- State signs, symptoms and diagnosis of each illness or injury.
- List the date's and results of any treatment.
- For each health care provider consulted, list the name, address, telephone number and dates.

DETAILS

REDACTED

32.

33.

REDACTED

34.

35.

Each question must be individually asked and answered. Give details of "Yes" answers below:

36. REDACTED

YES NO

For all "Yes" responses:

- Identify question numbers.
- State signs, symptoms and diagnosis of each illness or injury.
- List the details and results of any treatment.
- For each health care provider consulted, list the name, full address, telephone number and dates.

REDACTED

37.

38.

39.

40.

41.

42.

REDACTED

I declare that my answers and statements are correctly recorded, complete and true to the best of my knowledge and belief. Statements in this application are representations and not warranties.

Signed in my presence

MEDICAL EXAM. NER

Date 08/30/2003

Month Day Year

90-4A (0396) NEW YORK

JUL-14 10:58 FROM: THE OLSON GRP

212 582 6662

TO: 4146652362

P.2

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY
MILWAUKEE, WISCONSIN (the "Company")

Copy sent with Policy

PERSONAL HEALTH AND STATUS DECLARATION

INSURED (FIRST, MI, LAST)

DAVID M. LITT

This form is submitted for: (Select one)

- (1) ☐ Delivery of Policy: Policy Number(s) (1) _____ (2) _____ (3) _____
(See Conditions for Delivery of Policy below)
- (2) ☒ New Application for Insurance (Complete one copy and submit with new application)
- (3) ☐ Change of Policy: Policy Number _____ (Complete one copy and submit with change request)
- (4) ☐ To add the _____ benefit to policy number _____ (Complete one copy and submit with request)
- (5) ☐ Other _____

This declaration supplements and updates the answers provided in my most recent application for insurance sent to the Company. I understand that my most recent application may include more than one form, and always includes a medical underwriting form or questionnaire. If this declaration is submitted for (1) or (2) above, I understand that my most recent application to the company will be attached to the policy, including a copy of this declaration. I declare that my answers provided in my most recent application sent to the Company are still, to the best of my knowledge and belief, complete, true, and correct today. I declare that I am in good health and, specifically, that since providing the answers I have not

1. experienced any signs or symptoms of (excluding AIDS or ARC), or been diagnosed or treated for, any disorders, illnesses, diseases, accidents or had any surgery;
2. had any diagnostic studies or medical tests (including blood tests, x-rays, EKGs, or other, except for HIV test);
3. been a patient, had surgery, or been treated at a hospital, clinic, or other health care facility;
4. seen or consulted with any physicians or other health care providers (including psychiatrists, psychologists, chiropractors, counselors, therapists, or other);
5. taken any medication or drugs (prescription or nonprescription, legal or illegal);
6. had a change in the hours or duties in employment or occupation or begun to work in a new occupation;
7. had a financial loss, bankruptcy, or reduction in income;
8. been in a motor vehicle accident, been convicted of a moving violation of any motor vehicle law or had a driver's license restricted or revoked;
9. applied for or contemplated applying for life, disability, health or long-term care insurance or had any life, disability, health, or long-term care insurance application on my life declined, rated, modified, cancelled, rescinded, or not renewed;
10. made a claim for benefits due to injury, accident, sickness, or disability.

If there are any exceptions to any of the above statements, explain in full, including all names and addresses of health care providers and related dates in the space below (attach additional paper, if necessary).

DOC. REC'D
JUL 15 2003

I understand that any exceptions to my statements must be referenced in the space above. If this declaration is submitted for delivery of policy, I understand that my agent is not authorized to deliver any policy or collect premium until any exceptions are submitted to the Company for review, and the company has authorized delivery of the policy. The effective date of any policy applied for on a prepaid basis is governed by the terms of the Conditional Insurance Agreement.

I declare that the answers and statements contained in this declaration are correctly recorded, complete and true to the best of my knowledge and belief. Statements in this declaration are representations and not warranties.

Signed at: NEW YORK, NY

Date: 7/11/03

Signature

INSURED OR INFORMANT

With respect to disability income insurance, refer to the fraud statement in your original application.

CONDITIONS FOR DELIVERY OF POLICY

Prior to delivery the agent must insert the Insured's copy in each policy and complete the statement below attesting to the fact that this insertion has been made.

1. If no exceptions are entered in the space provided, delivery of the policy may be made. The completed copy of this page, so attested, is to be sent to the New Business or Disability Income Department at the Home Office.
2. If any exception is noted, the policy is not to be delivered or the premium collected until the attested copy of this page has been sent to the Home Office and delivery of the policy has been authorized.

attest that a true copy of this declaration has been attached to the policy.

Date (mm/dd/yyyy):

7/11/03

Signature of Agent

WS 0300 (02/01)

HOME OFFICE COPY

NEW YORK 90-0000-72 WORD-A-FED
(Page 1 of 2)

07/14/03 MON 09:59 ITX/RX NO 83581



Life Insurance Annual Policy Statement

IMPORTANT POLICY INFORMATION OPEN IMMEDIATELY
10118S32920000045

David M Litt
253 W 73rd St Apt 13H
New York NY 10023

Insured: David M Litt
Direct Beneficiary:
Steven Litt
Owner: David M Litt
Payer: David M Litt

For Changes to Your Personal Information (Address, Owner, Beneficiary) or Service Questions
Call: 1-800-388-8123

Your Financial Representative
Gil Elmaleh, CLU
Northwestern Mutual
50 Main St Ste 1625
White Plains, NY 10606
(914) 367-0926

All information is as of October 20, 2010, and assumes all premiums are paid to that date.

Page 1 of 2

PLAN, COVERAGE AND BENEFITS

Policy Number:	16579951	Policy Date:	October 20, 2003
Plan:	Adjustable CompLife®	Additional Benefits:	No Optional Benefits Included
Total Death Benefit:	\$1,412,396.00		
Net Death Benefit:	\$1,240,440.43		

The guaranteed period for adjustable term protection extends through October 19, 2014.

Total Death Benefit includes \$1,000 whole life, plus adjustable term protection consisting of \$328,685 term and \$1,082,711 paid up life additions.

CASH VALUE AND DIVIDENDS

Assumes Premiums Paid to October 20, 2010:

Total Cash Value:	\$336,061.26	Past Year's Cash Value Increase:	\$59,245.93
Net Cash Value:	\$164,105.69	2010 Dividend:	\$22,095.88
Dividend Used to:	Increase cash value.		

This year's dividend has been used to increase the cash value and provide \$61,664 of paid up life additions included in the adjustable term protection. Dividend scale changes, loans and surrenders will affect policy values. Changing dividend usage on this policy may cause total insurance protection to be reduced. Future dividends, if any, will be determined based in part on the amount of future coverage. Please contact your Financial Representative or the Home Office for free policy illustrations showing the impact of such changes on cash values available for future income or other needs.

LOANS AND SURRENDERS

Total Loans:	\$171,955.57	Interest Rate:	8.00%	Includes Interest to:	October 20, 2010
---------------------	--------------	-----------------------	-------	------------------------------	------------------

During the past policy year, a loan was taken. The entire gain in the policy will be taxable upon surrender or termination even though the policy may have little or no value. Loans and surrenders from modified endowment contracts (and interest not paid in cash) are taxed to the extent of the gain in the policy.

An Annual Policy Statement is sent to the premium payer, if different than the owner, and the secondary addressee, if one has been designated. For privacy protection, some individuals may receive an Annual Policy Statement that does not include beneficiary information.

REFER TO THE BACK OF THIS STATEMENT FOR AN EXPLANATION OF TERMS

Visit us at: www.northwesternmutual.com
For more information, search keyword "dividend."

Date Prepared: 10/19/10

**Northwestern Mutual®****Life Insurance Annual Policy Statement****Insured Name:** David M Litt**Policy Number:** 16579951

All information is as of October 20, 2010, and assumes all premiums are paid to that date.

Page 2 of 2

PREMIUMS

(Information Only - Not A Bill)

Monthly Premium:

\$4,350.00

Premium If Paid Annually:

\$50,000.01

Payment Method:

Insurance Service Account 9595724.

During the past year you paid a total premium of \$52,200.00.

IMPORTANT POLICYOWNER NOTICE**The following message is required by the insurance regulations of some states:**

The interest rates used to determine dividends on most whole life policies have decreased due to lower investment earnings. In addition, the mortality charges and/or expense charges used to determine dividends on term and whole life policies have changed. There have also been changes that directly reflect the experience of some additional benefits. The net impact of these changes can result in a lower dividend for some policies compared to the dividend that would have been paid had these factors not changed.

You should consider requesting more detailed information about your policy to understand how it may perform in the future. You should not consider replacement of your policy or make changes in your coverage without requesting a current illustration. You may annually request, without charge, an **NAIC Illustration Update** on your policy. To receive your illustration, contact your Financial Representative, Gil Elmaleh, CLU, at the address and phone number listed on Page 1 of this statement. You may also write directly to Northwestern Mutual, 720 E. Wisconsin Ave, Milwaukee, WI 53202, or call us at 414-271-1444. If you do not receive a current illustration for your policy within 30 days from your request, you should contact your state insurance department.

***** -COMM. JOURNAL- ***** DATE SEP-29-2011 ***** TIME 17:14 *****

MODE = MEMORY TRANSMISSION

START=SEP-29 17:12

END=SEP-29 17:14

FILE NO.=844

STN NO.	COMM.	STATION NAME/EMAIL ADDRESS/TELEPHONE NO.	PAGES	DURATION
001	OK	8914146259000	006/006	00:01:41

***** UF-8000 v2 ***** -

Richard S. Peskin, Esq.
8102 3rd Avenue
Brooklyn, New York 11209
(212) 867-2468
Fax (212) 867-2466

September 29, 2011

Debbie Luther
Life Benefits
Northwestern Mutual Life Insurance Company
720 East Wisconsin Avenue
Milwaukee, WI 53202

Via fax (414) 625-9000

Re: David M. Litt, deceased; Policy # 16579951

Dear Ms. Luther:


Please be advised that I represent the estate of the decedent, above named. I also write as attorney for the decedent's wife Tracy Copple-Litt. We are aware that NML's position is that the decedent's brother is named as the purported beneficiary of the above referenced life policy.

You are hereby directed that there exists a legitimate issue as to the last signed beneficiary designation as well as the circumstances surrounding the execution of any purported change of beneficiary form. Attached hereto please find a Designation of Beneficiary by Owner form and a Change of Client information form evidencing the policyholder's intent.

In view of the above, you are respectfully directed not to make payment of the proceeds to Mr. Litt or anyone else until we have had ample opportunity to examine the beneficiary designation form upon which you rely.

Please send to me via fax as well as regular mail, said beneficiary designation form. I will then get back to you expeditiously with our position.

Sincerely,


Richard S. Peskin

Debbie Luther
NML
414 668 13387

Richard S. Peskin, Esq.
8102 3rd Avenue
Brooklyn, New York 11209
(212) 867-2468
Fax (212) 867-2466

September 29, 2011

Debbie Luther
Life Benefits
Northwestern Mutual Life Insurance Company
720 East Wisconsin Avenue
Milwaukee, WI 53202

Via fax (414) 625-9000

Re: David M. Litt, deceased; Policy # 16579951

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Please send to me via fax as well as regular mail, said beneficiary designation form. I will then get back to you expeditiously with our position.

Sincerely,



Richard S. Peskin

Oct. 3. 2011 8:12AM

No. 0229 P. 1



720 East Wisconsin Avenue
P.O. Box 2972
Milwaukee, WI 53202
414-271-1444
www.northwesternmutual.com

Policyowner Services Department
Life Benefits Division
Fax 414-625-9000

To	Attorney Richard Peskin
Company	Law Offices
Fax Number	212-867-2466
From	Debbie Luther
Telephone Number	414-665-3387
Date	10-3-11
No. of pages including cover sheet	1
Subject	David M Litt

Special instructions/remarks:

I am in receipt of your letter dated 9-29-11 and will be glad to comply with your request for the final designation on record for 16579951 once I receive a faxed copy of Letters Testamentary. I have been provided with information that the estate representative has not yet been determined and need that confirmation before anything can be released. Thank you for your understanding and cooperation.

Confidentiality Note: The information contained in this facsimile transmission is legally privileged and confidential information intended only for the use of the individual or entity named above. If the receiver of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this telecopy is strictly prohibited. If you have received this telecopy in error, please immediately notify us by telephone and return the original message to us. Thank you.

Thank you for using MyFax. Try our other products: www.protus.com/try

10/5/2011

Northwestern Mutual
 AT&T Life Benefits Division
 PO Box 2872
 Milwaukee, WI 53201-9392
 FAX: (414) 224-5002

BENEFICIARY CLAIM STATEMENT

For life insurance proceeds only

POLICY NUMBER(S) 18579851		
NAME OF DECEASED INSURED: David M. Litt		
Please attach a certified Death Certificate that provides the cause of death.		
DATE OF DEATH (MM/DD/YYYY) 09/11/2011	DATE OF BIRTH (MM/DD/YYYY) 11/03/1966	CAUSE OF DEATH TB
PLACE OF DEATH (CITY, STATE/PROVINCE, COUNTRY) NY, NY		
LEGAL RESIDENCE (STREET ADDRESS, CITY, STATE, ZIP) 253 W 73rd St #13H NY NY 10023		
FUNERAL HOME NAME KENNA CAREGESS INC	CITY NY	STATE NY

SETTLEMENT CHOICES (Check One)
 Please refer to the Settlement Choices brochure for a full explanation of your choices.

☐ **Lump Sum Check***
 *If you do not mark a settlement choice, your benefits will be paid in a lump sum check.

☐ **Northwestern Access Fund****
 For your convenience, you may elect to have Northwestern Mutual hold your benefit payment in a safe, interest-bearing account, with full voting privileges, opened in your name and provided at no cost to you. This account is not FDIC insured, but it is backed by the financial strength and guarantee of Northwestern Mutual. While there is no minimum rate, you will earn a short-term interest rate on your account balance in the Northwestern Access Fund. (See the attached Settlement and Tax Information document for current rate). Interest begins the day the account opens and continues to accrue until the account closes. Drafts may be written for any amount \$500.00 or more, up to the entire account balance. Once you have elected an Access Fund account, transfers of funds from an Access Fund account to income plans are not available.
 **For total net death proceeds of less than \$20,000, Northwestern Mutual will automatically issue a Lump Sum check to the beneficiary. Benefit payments made to a trust or estate with multiple trustees or multiple executors will be paid via a lump sum check if an income plan is not selected.

☐ **Income Plan**
 Our plans are designed to provide flexibility allowing you to preserve your benefits while earning interest, receive income over a specified period, or receive income for your lifetime. Please see the Income Plan Choices in our Settlement Choices brochure for additional plan details and restrictions. A Contract Guaranteed Interest Rate may apply to some income plans depending on the policy terms (See the attached Settlement and Tax Information document). If you select this option, we will provide income plan proposals, election and beneficiary forms to assist you in your settlement decision.

BENEFICIARY INFORMATION (One person per form)	
FULL NAME (PLEASE PRINT) Mr. Steven Litt	RELATIONSHIP TO DECEASED Spouse
MAILING ADDRESS REDACTED	SOCIAL SECURITY # / TAXPAYER ID # REDACTED
CITY REDACTED	BIRTHDATE (MM/DD/YYYY) REDACTED
	DAYTIME PHONE NUMBER REDACTED

CERTIFICATION, SIGNATURE, AND DELIVERY

I certify that the information provided above is accurate and represents my settlement election. Under the penalties of perjury, by signing below, I certify (1) that the number shown on this form is my correct Taxpayer Identification Number, and (2) that I am not subject to backup withholding because (a) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (b) I have ever been so notified, the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. person (including a U.S. resident alien). If I have elected the Northwestern Access Fund, by signing below, I understand and agree that the attached Customer Agreement and Terms and Conditions will apply to my account.

Signature: **STEVEN LITT** Date (MM/DD/YYYY): **9/23/11**

PRINT YOUR NAME CLEARLY. ALSO PROVIDE YOUR TITLE IF THE BENEFICIARY IS A TRUST, CORPORATION, OR ESTATE.

SEND SETTLEMENT: ☒ Directly to me ☐ To the deceased's Northwestern Mutual Financial Representative for delivery to me.

See page 2 for FRAUD WARNING as well as other important information.

Northwestern Mutual
 AT&T Life Benefits Division
 PO Box 2072
 Milwaukee, WI 53201-0391
 1-800-835-8855 ph
 414-625-8000 fax

ELECTION OF FIXED INCOME PLAN BY BENEFICIARY **For Death Proceeds Only**

1. POLICY INFORMATION (Please Print)	
POLICY/CONTRACT NUMBER(S) 18579951	INSURED NAME David M. Litt

2. EFFECTIVE DATE OF THE INCOME PLAN
<p>• The effective date of the income plan that I elect will be the date that this form is received in good order at the Home Office in Milwaukee, WI.</p> <p>• As of the effective date (check one box)</p> <p><input checked="" type="checkbox"/> Pay the full proceeds under the income plan that I elected.</p> <p><input type="checkbox"/> Pay the full proceeds under the income plan that I elected; in addition, I am paying an annuity premium of \$ _____ to the Company. This premium, reduced by any applicable state premium tax will increase payments under the income plan; the same rates and terms applicable to the proceeds will apply.</p> <p><input type="checkbox"/> From the proceeds pay \$ _____ via a lump sum check and the balance under the income plan that I elect.</p> <p><input type="checkbox"/> From the proceeds pay \$ _____ into the Northwestern Access Fund and the balance under the income plan that I elect. If the proceeds requested are less than \$20,000, a Lump Sum check will be sent.</p>

3. FIXED INCOME PLANS (Select One)
<p><input checked="" type="checkbox"/> Interest Income - Minimum Rate \$2,000.00 minimum deposit required Available for life insurance and fixed annuities only. Receive interest while leaving the principal intact. Interest will be paid at the declared rate but not less than what is stated in the contract. The interest rate can change January 1st of each year. Withdrawals and transfers to other available income plans may be made without charge.</p> <p>Pay interest to me: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually</p> <p>or</p> <p><input type="checkbox"/> Have the interest accumulate and added to the plan on an annual basis.</p>
<p><input type="checkbox"/> Interest Income - Guaranteed Rate \$5,000.00 minimum deposit required Available for life insurance and fixed annuities only. Receive interest at a guaranteed rate while leaving the principal intact. The interest rate is guaranteed for the period chosen. Charges are imposed for early withdrawals and transfers to other available income plans. However, withdrawals and transfers may be made at renewal without charge.</p> <p>Enter Period (Subject to Availability): _____ Yrs. (6 Mos, 1, 2, 5, 10 Yrs.)</p> <p>Pay interest to me: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually</p> <p>or</p> <p><input type="checkbox"/> Have the interest accumulate and added to the plan on an annual basis.</p>
<p><input type="checkbox"/> Period Certain - Minimum Rate \$2,000.00 minimum deposit required Receive principal and interest payments for the period you choose in amounts that vary depending on the interest rate that is being paid. Interest will be paid at the declared rate but not less than what is stated in the contract. The interest rate can change January 1st of each year. Withdrawals and transfers to other available income plans may be made without charge.</p> <p>Enter Period: _____ Yrs. (1-30 Yrs.)</p> <p>Send payments to me:</p> <p><input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually</p>

Northwestern Mutual
 67TH: Life Benefits Division
 PO Box 2072
 Milwaukee, WI 53201-9901
 1-800-855-4985 ph
 414-325-9000 fax

ELECTION OF FIXED INCOME PLAN BY BENEFICIARY For Death Proceeds Only

3. FIXED INCOME PLANS (continued)

<input type="checkbox"/>	Period Certain - Guaranteed Rate \$5,000.00 minimum deposit required. Receive principal and interest for the period you choose in equal amounts. The interest rate and payments are guaranteed for the period chosen. Charges are imposed for early withdrawals and transfers to other available Income Plans. Send payments to me: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually	Enter Period (Subject to Availability) Yrs. (2-20 Yrs.)
<input type="checkbox"/>	Specified Amount (Installment Income) Receive equal payments of an amount you specify until the principal and interest has been completely paid out. Interest will be paid at the declared rate but not less than what is stated in the contract. The interest rate can change January 1 st of each year. Withdrawals and transfers to other available Income Plans may be made without charge. Send payments to me: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually	Enter Specified Amount \$: _____
<input type="checkbox"/>	Single Life Receive guaranteed monthly payments for your lifetime or the period you choose, whichever is later. Withdrawals or transfers are not permitted. <input type="checkbox"/> I understand that selecting a plan with no guaranteed period (Zero Yrs) will result in no payments being made after my death. The plan terminates with the last payment due preceding my death. INITIALS _____	Enter Guaranteed Period Yrs. (0-20 Yrs.)
<input type="checkbox"/>	Single Life Refund (Installment Refund) Receive guaranteed payments for your lifetime or a period just long enough to refund the amount put under this plan, whichever is later. Withdrawals or transfers are not permitted.	
<input type="checkbox"/>	Joint Life 100% to Survivor (Full amount to Survivor) Receive guaranteed payments for your lifetime, the lifetime of the Joint Annuitant, or for the period you choose, whichever is latest. Upon the death of the first to die, the payments continue and are payable to the survivor. No withdrawals or Income Plan transfers are permitted. <input type="checkbox"/> I understand that selecting a zero (0) Yrs. period will result in no payments being made after the death of the last to survive of the Annuitant and Joint Annuitant. The plan terminates with the last income payment due preceding death of the last survivor. INITIALS _____	Enter Period (0-20 Yrs.) _____ Yrs.
<input type="checkbox"/>	Joint Life with 2/3 to Survivor Receive guaranteed payments for your lifetime or the lifetime of the Joint Annuitant or the period you choose, whichever is latest. Upon the death of the first to die, payments reduce to 2/3 of the payment and are payable to the survivor. No withdrawals or Income Plan transfers are permitted. <input type="checkbox"/> I understand that selecting a zero (0) Yrs. period will result in no payments being made after the death of the last to survive of the Annuitant and Joint Annuitant. The plan terminates with the last income payment due preceding death of the last survivor. INITIALS _____	Enter Period (0-20 Yrs.) _____ Yrs.

**Northwestern Mutual**720 East Wisconsin Avenue
Milwaukee, Wisconsin 53202
www.northwesternmutual.com**Automatic Payment Reminder****Account Number: 9595724**

Prepared: September 8, 2004

Questions About This Notice?

Call: 1-800-388-8123

7:00am to 7:00pm Central Time (M-F)

10129B22510008559Z008559

DAVID M LITT**253 W 73RD ST APT 13H****NEW YORK NY 10023****Your Financial Representative**~~Byssa Rachel Wexler~~

875 3rd Ave Fl 23

New York NY 10022

(212) 867-8989

(P) 867 2665
POS

Page 1 of 1

251000855940000\$ 10613

Insured	Life Policy No.	Type of Policy	Total Death Benefit **	Annual Premium	Total Payment
David M. Litt	16-579-951	Adi GL	\$1,412,396	\$50,000.01	\$50,000.01
		Life Sub-Totals		\$50,000.01	\$50,000.01
				Sub-Total for Life Policies	\$50,000.01
				Annual Payment Due September 28	\$50,000.01

** Will be reduced by outstanding loan(s), if any. See details on back.

In accordance with the Terms of this Insurance Service Account Agreement, Northwestern Mutual will draw

\$50,000.01 on the 28th of September

from JPMORGAN CHASE BANK Account Number 110531248

Important: Please notify Northwestern Mutual Policyowner Services Department or your Financial Representative immediately if you plan to close this bank account or change your address. Please include your ISA Number **9595724** in any correspondence.**Thank you for your business.**

Sep 29 11 12:15p

Bushwick Capital

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p. 1

**Northwestern Mutual**720 East Wisconsin Avenue
Milwaukee, WI 53202

(914) 946-4969

CHANGE OF CLIENT INFORMATION

Check one or more:

☐ Name Change ☐ Address Change ☐ New Payer

POLICY OR ISA NUMBER 16-579-951		FORMER NAME (if appropriate)	
<input checked="" type="checkbox"/> MR <input type="checkbox"/> MRS <input type="checkbox"/> MS <input type="checkbox"/> DR <input type="checkbox"/> OTHER _____			
NAME (Please Print) (FIRST-MIDDLE-LAST) David Morley Litt			
STREET ADDRESS 253 W 73rd, apt 13-H			
CITY New York		STATE NY	ZIP CODE 10023
DAYTIME PHONE NUMBER (212) 526-6662	TAXPAYER ID NUMBER	DATE OF BIRTH (MM/DD/YYYY) 11 / 3 / 1966	<input checked="" type="checkbox"/> MALE <input type="checkbox"/> FEMALE
This change applies to: <input checked="" type="checkbox"/> Self Only <input type="checkbox"/> Whole Family Please help us by listing others in your household this change applies to:			
NAME		POLICY OR ISA NUMBERS	
NAME		POLICY OR ISA NUMBERS	
NAME		POLICY OR ISA NUMBERS	
NAME		POLICY OR ISA NUMBERS	

NETWORK OFFICE BLOCK/TRANSFER☐ I'd like to continue working with my current Northwestern Mutual Financial Representative. Do not transfer my records.☐ Transfer my records to the Network Office nearest to my home.☒ Transfer my records to Gil Elmaleh

whose F.R. number is

FINANCIAL REPRESENTATIVE NAME

in Network Office

(5 DIGIT

(3 DIGIT GA

☒ Additional instructions I would like to change the beneficiary on my policy to Tracy Copple

SIGNATURE OF OWNER/PAYER

09/29/2005

DATE (MM/DD/YYYY)

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p.2

**Northwestern Mutual**720 East Wisconsin Avenue
Milwaukee, WI 53202**DESIGNATION OF BENEFICIARIES BY OWNER
FOR DEATH PROCEEDS ONLY**APPLICATION OR POLICY NUMBER(S)
16-579-951INSURED NAME(S)
David M Litt

- ◆ This revokes all prior beneficiary designations for death proceeds and elections of payment plans for them.
- ◆ Please include the address for each designated beneficiary on the *Beneficiary Information* sheet.

DIRECT BENEFICIARIES (Please print) This designation is **REQUIRED**.

FIRST NAME - INITIAL - LAST NAME

Tracy Lynn Copple

RELATIONSHIP TO INSURED

Wife

DATE OF BIRTH (MM/DD/YYYY)

REDACTED

Check box 1 to provide for children of a deceased direct beneficiary. Use only if direct beneficiaries are named.

☐ 1. Per Stirpes, as defined in Provision 11 of the Additional Beneficiary Provisions section of this form.

CONTINGENT BENEFICIARIES (Please print) This designation is **OPTIONAL**.

FIRST NAME - INITIAL - LAST NAME

Steven P. Litt

RELATIONSHIP TO INSURED

Brother

DATE OF BIRTH (MM/DD/YYYY)

REDACTED

Check box 2 to include all children of the Insured as contingent beneficiaries without naming them, or to add to the contingent beneficiaries named.

☐ 2. and all (other) children of the Insured.

Check box 3 to provide for children of a deceased contingent beneficiary. Use only if contingent beneficiaries are named and/or box 2 is checked.

☐ 3. Per Stirpes, as defined in Provision 11 of the Additional Beneficiary Provisions section of this form.

FURTHER PAYEES (Please print) This designation is **OPTIONAL**.

FIRST NAME - INITIAL - LAST NAME

RELATIONSHIP TO INSURED

DATE OF BIRTH (MM/DD/YYYY)

☐ **Deferral of Payment** - Insert number of days (not to exceed more than 180) _____. This option is defined in Provision 8 of the Additional Beneficiary Provisions section of this form.

◆ The undersigned requests and directs the Company to make the provisions on the reverse side or on page 2 of this form a part of the policy.

OR		
Signature of Personal Owner(s)	Date Signed	Signature of Business/Entity/Trust Owner
	09/29/2005 MM/DD/YYYY	Please PRINT name of Business/Entity/Trust
		Authorized Company Representative/Trustee Signature
		Authorized Company Representative/Trustee Signature

◆ For policies issued in Massachusetts, a witness is mandatory and a named beneficiary may not be a witness.

WITNESS SIGNATURE _____

FOR HOME OFFICE USE

Form Recorded and Endorsement Waived

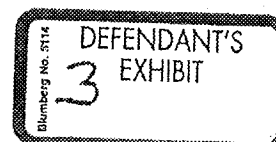
The Northwestern Mutual Life Insurance Company

Date _____

By _____

90-1197 (0803)

Page 1 of 4 FEB11



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Bushwick Capital

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p.3

ADDITIONAL BENEFICIARY PROVISIONS**1. INTEREST INCOME PLAN**

The Interest Income Plan (Option A) will be in effect if no payment plan has been elected. Interest will accumulate from the date of death until a payment plan is elected or the proceeds are withdrawn in cash.

2. SUCCESSION IN INTEREST OF BENEFICIARIES

Unless this form is completed otherwise, the proceeds will be payable as follows:

Direct Beneficiaries. The proceeds of this policy will be payable in equal shares to the direct beneficiaries who survive and receive payment. If a direct beneficiary dies before he or she receives all or part of his or her full share, the unpaid part of his or her share will be payable in equal shares to the other direct beneficiaries who survive and receive payment.

Contingent Beneficiaries. At the death of all of the direct beneficiaries, the proceeds, or the present value of any unpaid payments under a payment plan, will be payable in equal shares to the contingent beneficiaries who survive and receive payment. If a contingent beneficiary dies before he or she receives all or part of his or her full share, the unpaid part of his or her share will be payable in equal shares to the other contingent beneficiaries who survive and receive payment.

Further Payees. At the death of all of the direct and contingent beneficiaries, the proceeds, or the present value of any unpaid payments under a payment plan, will be paid in one sum:

- in equal shares to the further payees who survive and receive payment; or
- if no further payees survive and receive payment, to the estate of the last to die of all of the beneficiaries who survive the insured.

Owner or Owner's Estate. If no beneficiaries survive the insured, the proceeds will be paid to the Owner or to the Owner's estate.

3. MARITAL DEDUCTION (For spouse of insured as direct beneficiary)

Power to Appoint. The spouse of the insured will have the power alone and in all events to appoint all amounts payable to the spouse under the policy if:

- the insured just before his or her death was the Owner; and
- the spouse is a direct beneficiary; and
- the spouse survives the insured.

To Whom Spouse Can Appoint. Under this power, the spouse can appoint:

- to the estate of the spouse; or
- to any other persons as contingent beneficiaries and further payees.

Effect of Exercise. As to amounts appointed, the exercise of this power will:

- revoke any other designation of beneficiaries;
- revoke any election of payment plan as it applies to them; and
- cause any provision to the contrary in Provision 2 to be of no effect.

4. TRUSTEE AS BENEFICIARY

If a trustee is named as a beneficiary and no qualified trustee makes claim to the proceeds, or to the present value of any unpaid payments under a payment plan, within one year after payment becomes due to the trustee, or if satisfactory evidence is furnished to the Company within that year showing that no trustee can qualify to receive payment, payment will be made as provided in Provision 2 as though the trustee has not been named.

The Company will be fully discharged of liability for any action taken by the trustee and for all amounts paid to, or at the direction of, the trustee and will have no obligation as to the use of the amounts. In all dealings with the trustee the Company will be fully protected against the claims of every other person. The Company will not be charged with notice of a change of trustee unless written evidence of the change is received at the Home Office.

5. OWNER'S RIGHT TO CHANGE BENEFICIARIES

The right to change beneficiaries is reserved to the Owner.

6. EFFECTIVE DATE

A naming or changing of a beneficiary will be made on receipt at the Home Office of a written request that is acceptable to the Company. The request will then take effect as of the date it was signed. The Company is not responsible for any payment or other action taken by it before receipt of the request.

7. MINIMUM PAYMENT

The Company may limit the election of a payment plan to one that results in payment of at least \$50, unless the policy provides otherwise. If payments under a payment plan are or become less than \$50, the Company may change the frequency of payments. If the payments are being made once every 12 months and are less than \$50, the Company may pay the present value or the balance of the payment plan.

8. DEFERRAL OF PAYMENT

Proceeds will be paid in accordance with the terms of the policy and this form, except that no payment will be made to a beneficiary, other than the Owner or a trustee until the expiration of the selected number of days after the death of the insured. If that beneficiary does not survive this period, payment will be made as though the beneficiary had died before the insured, and Provision 3 (Marital Deduction) will be void as to that beneficiary.

9. POLICY ENDORSEMENT

The Company may require that the policy be sent to it for endorsement to show any change.

10. GENERAL

- The interest of any beneficiary will be subject to any collateral assignment made either before or after the beneficiary is named.
- So far as allowed by law, no amount payable under this policy will be subject to the claims of creditors of a beneficiary.
- If a payment plan is in effect and the payment is to be made in one sum, the amount to be paid will be the present value or the balance of the payment plan.
- If the terms of this form require the Company to determine questions of fact, decisions made by the Company based on evidence satisfactory to it will be conclusive and will fully protect the Company.
- If this form applies to more than one policy, it applies to the policies as a group and not to each policy individually.
- The Company will be fully discharged of liability for any action taken by this beneficiary and for all amounts paid to, or at the direction of this beneficiary and will have no obligation as to the use of the amounts.

11. DEFINITIONS — The following terms are defined as used in this form.

- "Beneficiaries": includes direct beneficiaries, contingent beneficiaries, and further payees.
- "Corporation": includes its successors.
- "Insured": means "Annuitant" when the form applies to an annuity contract.
- "Children", "Lawful Children", and "Issue": includes child and any legally adopted child.
- "Descendants": means the issue of the named party, per stirpes.
- "Heirs": means those persons, including the surviving spouse, if any, entitled to receive the property of the descendant under the laws of intestate succession.
- "Owner": means "Insured" in Provision 2 when this form is used for a policy owned by a qualified Retirement Trust.
- "Per Stirpes": means that Provision 2 on this form is modified so that, no matter when a designated beneficiary dies, any amount that would have been paid to that beneficiary, if living, will be paid in one sum and in equal shares to the children of that beneficiary who survive and receive payment.
- "Survive": means a beneficiary must survive the insured and receive payment prior to his or her death.
- "Trust Agreement": includes any modified or substituted agreement.
- "Trustee": means the named trustee or successor in trust. When a trust is designated as owner, the trustee will be vested with the power to take all policy actions and the Company will be fully protected when acting as directed by said trustee.
- "UTMA/UGMA": means the Law of the named state that applies to a gift of insurance proceeds to a minor whether it be titled Uniform Transfers to Minors Act or Uniform Gifts to Minors Act. If the Custodian is named for more than one beneficiary the Custodian will act separately for each beneficiary.

AMENDMENT OF POLICY PROVISIONS**A. Policies Numbered below 4,800,000**

The policy is amended to:

- (1) delete any provisions that require the policy to be endorsed with regard to a request for a designation or change of beneficiary or for the election or change of payment plan.
- (2) provide that a payment plan for death proceeds will take effect on the date of death of the insured if it is elected, and the election is received at the Home Office, while the insured is living; in all other cases, the payment plan will take effect on the date that the election is received at the Home Office, or on a later date if requested.
- (3) provide that the Company is not responsible for any payment or other action that is taken by it before the receipt of the election.

B. Policies Numbered below 5,500,000

Provisions in the policy regarding surrender are amended to:


- (1) delete requirements that the policy be sent to the Company;
- (2) provide that the Company may require that the policy be sent to it.

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p. 4

 **Northwestern Mutual**
120 East Wisconsin Avenue
Milwaukee, WI 53202

BENEFICIARY INFORMATION
(Do not use this sheet to designate beneficiaries.)

APPLICATION OR POLICY NUMBER(S) <u>16-579-951</u>	INSURED NAME(S) <u>DAVID M LITT</u>
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To expedite payment at the time of a claim, please help us by providing the following for each beneficiary named on the Designation of Beneficiaries form. When completed, this form should be returned with the beneficiary change form to:

Beneficiary & Title Division, Northwestern Mutual, P.O. Box 2914, Milwaukee, WI 53201-9834.

BENEFICIARY NAME & SOCIAL SECURITY NO. OR TAXPAYER ID	FULL ADDRESS
Name: <u>Tracy Copple</u> SSN/Taxpayer ID: <u>REDACTED</u>	45 West Beechcroft Short Hills, NJ 07078
Name: <u>STEVEN P LITT</u> SSN/Taxpayer ID: <u>REDACTED</u>	REDACTED
Name: _____ SSN/Taxpayer ID: _____	
Name: _____ SSN/Taxpayer ID: _____	
Name: _____ SSN/Taxpayer ID: _____	
Name: _____ SSN/Taxpayer ID: _____	
Name: _____ SSN/Taxpayer ID: _____	
Name: _____ SSN/Taxpayer ID: _____	
Name: _____ SSN/Taxpayer ID: _____	
Name: _____ SSN/Taxpayer ID: _____	
Name: _____ SSN/Taxpayer ID: _____	
Name: _____ SSN/Taxpayer ID: _____	

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INSTRUCTIONS AND SAMPLE DESIGNATIONS FOR BENEFICIARY CHANGE

INSTRUCTIONS

- ♦ This form revokes all previous beneficiaries. If beneficiaries previously named are to be included in this designation, they should be renamed on this beneficiary form.
- ♦ When a Business, Entity or Trust is the Owner, the full name of the Business, Entity or Trust should be inserted above the signature of an Authorized Company Representative or Trustee(s) empowered to sign on behalf of the trust.
If you are acting on behalf of the Owner in a representative capacity (i.e., attorney-in-fact, guardian, conservator, etc.), please provide your title and the document supporting your authority.
- ♦ Deletions and Alterations – All deletions and alterations made on form 90-1197 must be initialed by the Owner.
- ♦ Attachments to the form are acceptable. The attachments should include the policy number(s), Insured name(s), be dated the same date as the beneficiary form, and signed by the policyowner.
- ♦ Beneficiary Information Sheet – Use this form only to provide additional information needed regarding the named beneficiaries, such as Social Security numbers and address information. This form cannot be used to designate additional beneficiaries.
- ♦ Disability Policies – This form cannot be used for Disability Income policies because they do not provide life insurance death proceeds.
- ♦ IRA and TDA Policies – If the Owner's spouse is not named the sole direct beneficiary of an IRA or a TDA policy, the Owner should consult with his or her own attorney as to the effect of the designation in view of federal income tax law.
- ♦ Pension Plan Policies (including HR-10s) – The Plan Trustee must be the beneficiary of policies issued under a pension plan. Personal beneficiaries should be filed with the Plan Trustee.
- ♦ Community/Marital Property States – The Owner should consult with his or her own attorney as to the appropriateness of this designation under the community/marital property laws in his or her own state.
- ♦ Witness Signature – For life insurance and endowment policies issued in Massachusetts, Massachusetts law requires that the Owner's signature to a beneficiary change be witnessed by a person who is not a beneficiary named on the form.

SAMPLE DESIGNATIONS

1. Estate.
Estate of John Doe, the Insured.
2. Estate of last to die of Insured and spouse.
Direct Beneficiary:
Mary Doe, wife of the Insured.
Contingent Beneficiary:
Estate of the last to die of John Doe and Mary Doe.
3. Testamentary Trust.
Trustee under the Will of the Insured.
4. Trustee under Will of last to die of Insured and spouse.
Direct Beneficiary:
Mary Doe, wife of the Insured.
Contingent Beneficiary:
Trustee under the Will of the last to die of John Doe and Mary Doe
5. Living Trust: Personal Trustee.
Sam Doe, Trustee of the John Doe Trust dated _____.
6. Living Trust: Corporate Trustee.
XYZ Bank, a Wisconsin Corporation, 123 N. 4th St., Milwaukee, Wisconsin 53202, Trustee of the John Doe Trust dated _____.
7. Specific amount to one beneficiary, balance to second beneficiary.
\$20,000, or the entire amount if less than said amount, to Jane Doe, wife of the Insured, and the balance to Sally Doe, mother of the Insured.
8. Brothers and Sisters.
All brothers and sisters of the Insured, born of the marriage of or legally adopted by Sam Doe and Sally Doe prior to the death of the Insured.
9. Percentages: One person per percentage
75% to Jane Doe, wife of the Insured, and 25% to Sally Doe, mother of the Insured.
10. Percentages: One percentage for two people or the survivor.
50% to Jane Doe, wife of the Insured, and 50% to Sam Doe and Sally Doe, parents of the Insured, or the survivor.
11. Owner a Corporation including Non-profit, Partnership, LLP and LLC.
 - ABC Company, 123 Main St., Milwaukee, WI 53201
 - Acme University, a non-profit, 123 Main St., Milwaukee, WI 53201
 - Jones, Smith and Jones, Milwaukee, WI, a Partnership
 - Jones & Smith, LLP, 123 Main St., Milwaukee, WI 53201
 - ABC Company, LLC, 123 Main St., Milwaukee, WI 53201
12. Owner of a qualified Pension or Profit Sharing Plan, with an individual or corporate trustee.
Trustee of the XYZ Company Pension Plan



Life Insurance Annual Policy Statement

IMPORTANT POLICY INFORMATION OPEN IMMEDIATELY
10118S32920000045

David M Litt
253 W 73rd St Apt 13H
New York NY 10023

Insured: David M Litt
Direct Beneficiary:
Steven Litt
Owner: David M Litt
Payer: David M Litt

For Changes to Your Personal Information (Address, Owner, Beneficiary) or Service Questions
Call: 1-800-388-8123

Your Financial Representative
Gil Elmaleh, CLU
Northwestern Mutual
50 Main St Ste 1625
White Plains, NY 10606
(914) 367-0926

All information is as of October 20, 2010, and assumes all premiums are paid to that date.

Page 1 of 2

PLAN, COVERAGE AND BENEFITS

Policy Number:	16579951	Policy Date:	October 20, 2003
Plan:	Adjustable CompLife®	Additional Benefits:	No Optional Benefits Included
Total Death Benefit:	\$1,412,396.00		
Net Death Benefit:	\$1,240,440.43		

The guaranteed period for adjustable term protection extends through October 19, 2014.

Total Death Benefit includes \$1,000 whole life, plus adjustable term protection consisting of \$328,685 term and \$1,082,711 paid up life additions.

CASH VALUE AND DIVIDENDS

Assumes Premiums Paid to October 20, 2010:

Total Cash Value:	\$336,061.26	Past Year's Cash Value Increase:	\$59,245.93
Net Cash Value:	\$164,105.69	2010 Dividend:	\$22,095.88
Dividend Used to:			
Increase cash value.			

This year's dividend has been used to increase the cash value and provide \$61,664 of paid up life additions included in the adjustable term protection. Dividend scale changes, loans and surrenders will affect policy values. Changing dividend usage on this policy may cause total insurance protection to be reduced. Future dividends, if any, will be determined based in part on the amount of future coverage. Please contact your Financial Representative or the Home Office for free policy illustrations showing the impact of such changes on cash values available for future income or other needs.

LOANS AND SURRENDERS

Total Loans:	\$171,955.57	Interest Rate:	8.00%	Includes Interest to:	October 20, 2010
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During the past policy year, a loan was taken. The entire gain in the policy will be taxable upon surrender or termination even though the policy may have little or no value. Loans and surrenders from modified endowment contracts (and interest not paid in cash) are taxed to the extent of the gain in the policy.

An Annual Policy Statement is sent to the premium payer, if different than the owner, and the secondary addressee, if one has been designated. For privacy protection, some individuals may receive an Annual Policy Statement that does not include beneficiary information.

REFER TO THE BACK OF THIS:

Blumberg No. 5116

DEFENDANT'S
EXHIBIT
5

TION OF TERMS

Date Prepared: 10/19/10

Visit us at: www.northwesternmutual.com
For more information, search keyword "dividend."



Life Insurance Annual Policy Statement

Insured Name: David M Litt

Policy Number: 16579951

Page 2 of 2

All information is as of October 20, 2010, and assumes all premiums are paid to that date.

PREMIUMS

(Information Only - Not A Bill)

Monthly Premium:

\$4,350.00

Premium If Paid Annually:

\$50,000.01

Payment Method:

Insurance Service Account 9595724.

During the past year you paid a total premium of \$52,200.00.

IMPORTANT POLICYOWNER NOTICE

The following message is required by the insurance regulations of some states:

The interest rates used to determine dividends on most whole life policies have decreased due to lower investment earnings. In addition, the mortality charges and/or expense charges used to determine dividends on term and whole life policies have changed. There have also been changes that directly reflect the experience of some additional benefits. The net impact of these changes can result in a lower dividend for some policies compared to the dividend that would have been paid had these factors not changed.

You should consider requesting more detailed information about your policy to understand how it may perform in the future. You should not consider replacement of your policy or make changes in your coverage without requesting a current illustration. You may annually request, without charge an **NAIC Illustration Update** on your policy. To receive your illustration, contact your Financial Representative, Gil Elmaleh, CLU, at the address and phone number listed on Page 1 of this statement. You may also write directly to Northwestern Mutual, 720 E. Wisconsin Ave, Milwaukee, WI 53202, or call us at 414-271-1444. If you do not receive a current illustration for your policy within 30 days from your request, you should contact your state insurance department.

Date Prepared: 10/19/10

Visit us at: www.northwesternmutual.com
For more information, search keyword "dividend."

WILL BURN INC
415 USDA
WILL BURN
273-564-7000

NTY OF
ESSEX

NJ.

COURT CODE
0723

COURT DOCKET NUMBER(S)
1 THRU 3 5214

Defendant Name
DAVID R. LEVI

Address
732 W. 12TH ST. APT. 1204

City, State
NEW YORK NY 10023

SS No.

Date of birth
11-03-1966

Date of arrest
00-00-0000

Number of co-defendants
000

Dr. Lic.#
750840000

SBI No.

Complainant
ANTHONY CARMELLA

WARRANT

WILL BURN POLICE DEPT

(IDENTIFY DEPARTMENT OR AGENCY REPRESENTED)

Upon oath says that, to the best of (his) (her) knowledge, information and belief, the named defendant on or about the

14 day of 04 20 2007, in HELLSKIRCH TWP

0723

County of ESX N.J.

WITHIN THE JURISDICTION OF THIS COURT, COMMIT AGGRAVATED ASSAULT BY CAUSING SIGNIFICANT BODILY INJURY BY PURPOSELY, KNOWINGLY OR UNDER CIRCUMSTANCES MANIFESTING EXTREME INDIFFERENCE TO THE VALUE OF HUMAN LIFE RECKLESSLY CAUSES SUCH SIGNIFICANT BODILY INJURY TO THE VICTIM I.E., SPECIFICALLY, DURING AN ARGUMENT OVER FINANCES REPEATEDLY STRIKE THE VICTIM IN HER FACE, AND CAUSING INJURY TO HER SHOULDER, ETC LEADING TO BLEEDING AND INTERNAL INJURY INCLUDING LOW BLOOD PRESSURE. IN VIOLATION OF N.J.S. 2C:12-1.2A(7)

WITHIN THE JURISDICTION OF THIS COURT, ENDANGER AN INJURED VICTIM BY CAUSING SIGNIFICANT BODILY INJURY TO A PERSON AND LEAVING THE SCENE OF THE INJURY KNOWING OR REASONABLY BELIEVING THAT THE INJURED PERSON IS PHYSICALLY HELPLESS, MENTALLY INCAPACITATED OR OTHERWISE UNABLE TO CARE FOR THEMSELF, SPECIFICALLY BY AFTER COMMITTING AN AGGRAVATED ASSAULT, KNOWINGLY LEAVE HER ALONE IN HER HOME UNABLE TO CALL FOR MEDICAL ASSISTANCE. IN VIOLATION OF 2C:12-1.2A

Violation Of: ☒ Domestic Violence - Confidential

Charge Number 1	Charge Number 1	Charge Number 1
N.J.S. 2C:12-1.2A	N.J.S. 2C:12-1.2A	N.J.S. 2C:12-1.2A
ACSX	ACSX	ACSX
Charge Number 1 As Amended	Charge Number 1 As Amended	Charge Number 1 As Amended
N.J.S. 2C:12-1.2A	N.J.S. 2C:12-1.2A	N.J.S. 2C:12-1.2A
ACSX	ACSX	ACSX

Subscribed and sworn to before me this 14 day of October 20 07

Signed [Signature]

(NAME AND TITLE OF PERSON ADMINISTERING OATH)

(COMPLAINANT)

TO ANY POLICE OFFICER OR OTHER AUTHORIZED PERSON: PURSUANT TO THIS WARRANT, YOU ARE HEREBY COMMANDED TO ARREST THE NAMED DEFENDANT AND BRING THAT PERSON FORTHWITH BEFORE THIS COURT TO ANSWER THIS COMPLAINT. BAIL HAS BEEN FIXED BY DATE WARRANT ISSUED 11/14/07 IN THE AMOUNT OF \$10,000.00 NOT FOUND

YOUR APPEARANCE DATE 04/25/2007 TIME 09:30 AM

IF YOU INTEND TO PLEAD NOT GUILTY, YOU MUST NOTIFY THE COURT AT LEAST SEVEN DAYS IN ADVANCE OF YOUR SCHEDULED COURT APPEARANCE DATE.)

CONDITION OF BAIL: NO PHONE OR PERSONAL CONTACT WITH VICTIM.

EXHIBIT
D6
10/26/12